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8 **UNITED STATES DISTRICT COURT**
9 **EASTERN DISTRICT OF CALIFORNIA**
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11 CARLO GUILIANO CRESCI,) Case No.: 1:20-cv-00412-SAB (PC)
12 Plaintiff,)
13 v.) ORDER DIRECTING CLERK OF COURT TO
14 PERKINS, *et al.*,) TERMINATE ACTION PURSUANT TO
15 Defendants.) PARTIES' STIPULATION
16) (ECF No. 52)
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18 Plaintiff Carlo Guiliano Cresci is proceeding *pro se* and *in forma pauperis* in this civil rights
19 action pursuant to 42 U.S.C. § 1983.

20 On September 10, 2021, the parties filed a stipulation to dismiss this action with prejudice
21 pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, as the case has been resolved
22 in its entirety. (ECF No. 52.)

23 Rule 41(a)(1)(A)(ii) provides in pertinent part that, “the plaintiff may dismiss an action without
24 a court order by filing . . . a stipulation of dismissal signed by all parties who have appeared. A voluntary
25 stipulation to dismiss an action pursuant to Rule 41(a)(1)(A)(ii) automatically terminates the action
26 without operation of a court order.” Black Rock City, LLC v. Pershing Cty. Bd. of Comm’rs, 637 F.
27 App’x 488 (9th Cir. 2016) (citing Commercial Space Mgmt. Co. v. Boeing Co., 193 F.3d 1074, 1077
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1 (9th Cir. 1999)). Here, Plaintiff and counsel for Defendants have signed and dated a stipulation to
2 dismiss this action, and filed it with the Court.

3 In light of parties' stipulation for voluntary dismissal, this action is terminated by operation of
4 law without further order from the Court. Fed. R. Civ. P. 41(a)(1)(A)(ii). Each party is to bear its own
5 litigation costs and attorney's fees. The Court shall retain jurisdiction to enforce the settlement
6 agreement for one year or upon proof of payment, whichever occurs first.

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8 IT IS SO ORDERED.

9 Dated: September 13, 2021


UNITED STATES MAGISTRATE JUDGE